

EXHIBIT A

Margulies Affidavit

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

_____)	
In re:)	Chapter 11
)	Case No. 01-01139 (JKF)
W.R. Grace & Co., <i>et al.</i> , ¹)	(Jointly Administered)
)	
Debtors.)	
_____)	

AFFIDAVIT OF MARK A. MARGULIES IN SUPPORT OF
DEBTORS APPLICATION FOR ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF GRANT THORNTON LLP AS TAX AND ACCOUNTING
ADVISORS

CITY OF WASHINGTON)	
)	ss.
DISTRICT OF COLUMBIA)	

Mark A. Margulies, after being duly sworn according to law, deposes and says:

1. I am a partner with the accounting firm of Grant Thornton LLP ("Grant") which maintains offices for the practice of accountancy at 1301 International Parkway, Suite 300, Fort Lauderdale, Florida 33323 and other locations in the United States and throughout the world. I am a Certified Public Accountant, duly admitted and in good standing to practice accounting in the state of Florida.

2. I submit this declaration in support of the Debtors' *Application for Order Authorizing the employment and retention of Grant Thornton LLP as Tax and Accounting Advisors for the Debtors* (the "Application")¹, seeking authorization for the Debtors to retain Grant as Tax and Accounting Advisors to the Debtors in connection with their chapter 11 cases.

3. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein. To the best of my knowledge based upon the inquiries described below, the following statements are true.

¹ Capitalized terms used but not defined herein shall have the meanings asserted in the Application.

SERVICES TO BE PROVIDED BY GRANT

4. The Debtors anticipate that Grant will represent the Debtors in connection with the tax and accounting matters in accordance with the terms of the engagement letter dated June 8, 2012 that is attached hereto as Exhibit 1. The Debtors have requested the employment and retention of Grant to render the following professional services (the "Representative Matters"):

- a) certain proposed sales and purchases of businesses in the U.S. and non-U.S. jurisdictions, including effectuating tax due diligence and providing other services in support of possible transactions;
- b) preparation of research tax credit calculations, Section 199, accounting method changes, and other similar computations for the US taxpaying entities;
- c) providing support in the Debtors ongoing IRS examinations;
- d) due diligence transactions; and
- e) such other tax and advisory consulting services that the Debtors may request.

5. Grant will not duplicate the services that other firms may provide to the Debtors. Grant and such firms have and will continue to function cohesively to ensure that accounting services provided to the Debtors by each firm are not duplicative.

GRANT'S QUALIFICATIONS

6. Grant is particularly well suited to serve as the Debtors' Tax and Accounting Advisors. Grant is one of the U.S. largest accounting firms and is a member of a network of Grant Thornton® member firms in more than 100 countries. Grant's knowledge, resources and membership in an international network permit it to deliver high quality accounting services throughout the world with fluency, consistency, confidence and sensitivity for cultural, social and accounting practice differences outside of the U.S.

7. Grant has previously represented the Debtors and certain of their affiliates and subsidiaries in other matters. As a result of its previous engagements with the Debtors, Grant has considerable knowledge concerning the Debtors' businesses and assets and has the requisite familiarity

to provide efficient services related to any potential transactions and other matters that will require Grant's services. Were the Debtors required to retain different advisors regarding the matters in which Grant currently represents them, the Debtors would have to expend significant resources in helping new advisors become familiar with such matters.

TERMS OF RETENTION & COMPENSATION

8. In accordance with section 330(a) of the Bankruptcy Code, Grant intends to charge for its accounting services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date services are rendered (and seek reimbursement of actual and necessary out-of-pocket expenses). Grant will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the accounting services described above by category and nature of the services rendered.

9. Effective June 1, 2012, the hourly rates charged by Grant (in the U.S.) for each of the above referenced services to be provided on an hourly basis are:

<u>Billing Category</u>	<u>Range</u>
US Partners and Managing Directors	\$500-700 per hour
US Senior Managers and Managers	\$350-500 per hour
US Senior Associates and Associates	\$200-350 per hour
US Interns	\$100-200 per hour

10. The hourly rates set forth above are Grant's standard rates charged to clients, and the specific compensation arrangement provided for in their engagement letter is consistent with and typical of arrangements entered into by Grant and other comparable accounting firms with respect to rendering similar services of this nature for clients such as the Debtors.

11. Grant Thornton member firms in other jurisdiction's current hourly rates for associates and partners outside of the United States, depending on the jurisdiction, vary from \$200 to \$800. These rates are consistent with hourly rates charged by professionals for similar services in the

jurisdictions in which the services are provided. U.S. dollar values assigned to billing rates for Grant professionals outside of the U.S. may fluctuate based upon applicable exchange rates.

12. These applicable hourly rates as may be agreed to by the Debtors and Grant are subject to periodic adjustments to reflect economic and other conditions. The rates set forth above are at a level designed to compensate Grant fairly for the work of its professionals and to cover fixed and routine overhead expenses.

13. It is Grant's policy to charge its clients in all areas of service for all other expenses incurred in connection with the client's account. The expenses charged to clients include, among other things, telephone, toll and other charges, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, expenses for "working meals," computerized research, couriers, postage, and non-ordinary overhead expenses such as overtime for secretaries and other staff. Grant will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Grant's other clients.

GRANT'S LACK OF ADVERSE INTERESTS

14. Grant has no other connection with the Debtors, their creditors, the United States Trustee, or any other party with an actual or potential interest in these chapter 11 cases, or their respective attorneys or accountants identified on Exhibit 2, except as set forth herein and on Exhibit 3 hereto. Insofar as I have been able to ascertain based on the information currently available to me, neither I, Grant, nor any partner or manager thereof, represents any interest adverse to the Debtors in the matters upon which Grant is to be engaged.

15. Using the list attached as Exhibit 2, Grant submitted and checked against its computer conflict database of present and former clients and adverse parties an extensive list of parties-in-interest and other persons and entities related to the Debtors and these chapter 11 cases. This inquiry revealed the relationships on Exhibit 3.

16. Grant has not shared, nor agreed to share, any compensation that it has received or may receive with another party or person, other than with the partners and employees that may be associated with Grant, nor has it shared or agreed to share in any compensation another person or party has received or may receive.

17. Grant will submit interim and final applications for compensation in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

Pursuant to 28 U.S.C. § 1746,

I declare under penalty of perjury that the foregoing is true and correct.


Mark A. Margulies, Tax Partner

EXHIBIT 1



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June 8, 2012

Ms. Elyse Filon
Vice-President, Tax, Risk Management & Strategy
W.R. Grace & Co.
6001 Broken Sound Parkway, NW
Suite 600
Boca Raton, FL 33487

Grant Thornton LLP
1301 International Parkway, Suite 300
Fort Lauderdale, FL 33323-2874
T 954.768.9900
F 954.768.9908
www.GrantThornton.com

Dear Ms. Filon:

Grant Thornton LLP ("Grant Thornton," "Firm," or "we") is pleased to provide tax services (the "Services") to W.R. Grace & Co. (the "Company," "Client," or "you"). The purpose of this letter, Attachment A, and any related Statement(s) of Work (collectively, the "Agreement"), as defined below, is to confirm the scope and terms of our engagement.

Providing our services

The Services we provide to you under this Agreement typically will be set forth in distinct Statements of Work signed by you or your authorized representatives and ours, specifying matters including scope, deliverables, timing, fees and payment terms. From time to time we may perform in the course of our relationship Services without a Statement of Work. This Agreement will cover all Services rendered whether or not the parties execute a Statement of Work. Such Services will be billed at our standard hourly rates as appropriate or as otherwise agreed.

The Attachment A version 2011.02 is an important part of this Agreement. You should read it carefully.

If the Company fails to meet any payment obligation under this Agreement, Grant Thornton may immediately suspend performance of the Services. If we elect to suspend our performance due to nonpayment, the Services will not be resumed until your account is paid as agreed, including the payment of any retainer that we may require for continuing services.

Our professional responsibilities

Our Services will be performed in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Tax Services and other applicable professional standards, and applicable federal and state law.



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Third-party service providers may be used to support and assist Grant Thornton in providing tax services, or you may request that we provide third-parties with information, including allowing workpaper access to third-parties. Professional and regulatory standards require us to secure your consent prior to providing any of your information to third-parties. We will secure your written consent before sharing your information with any third-party.

Generally, our Services will be based upon information furnished by the Company, and Grant Thornton will not evaluate or have any responsibility to verify independently the accuracy, completeness or sufficiency of any such information. However circumstances may arise where we, in our professional judgment, determine that additional fact gathering and due diligence on our part is required.

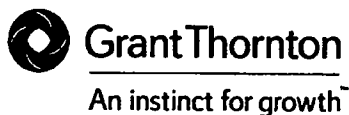
Recent federal legislation increased professional standards applicable to tax return preparers, including non-signing preparers who provide tax advice. We prepare tax returns and/or provide tax advice consistent with our professional responsibilities. Our professional responsibilities may include communicating with you about differences between standards applicable to tax return preparers and penalty provisions that may be imposed on a taxpayer regarding a tax position. We may not sign a tax return or provide tax advice unless we feel that a position is supported by sufficient authority or is appropriately disclosed.

The Internal Revenue Code and Treasury Regulations require taxpayers to disclose certain types of transactions, known as reportable transactions, for which failure to disclose may result in the imposition of substantial penalties. A completed and signed Reportable Transactions Questionnaire and the Company's cooperation in regard to any follow-up requests for information are required prior to processing any tax returns we may be engaged to prepare.

The facts and circumstances of the engagement and/or the results of our tax analysis may require that we qualify any advice given to the Company, whether oral or written, including in some cases expressly advising the Company that our tax advice is not intended for, and cannot be used for, the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code or other applicable law, including state, local, federal or foreign law.

Other matters

This Agreement shall remain in full force and effect in accordance with its terms and conditions and shall constitute legal, valid, binding, and enforceable obligations of both Grant Thornton and the Company.



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Please confirm your acceptance of this Agreement by signing below and also signing the enclosed Statement(s) of Work, and returning the Agreement to me in the enclosed self-addressed envelope. We look forward to the opportunity to serve you.

Very truly yours,

GRANT THORNTON LLP

Mark Margulies
Partner

/ms

Enc Attachment A
Statement of Work

Agreed and accepted

The foregoing letter fully describes our understanding and is accepted by us.

W.R. GRACE & CO.

By: 

Date: 6-26-2012

~~Elyse Filon, Vice President, Tax, Risk Management & Strategy~~

David Libow, Asst. Treasurer



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ATTACHMENT A - STANDARD GRANT THORNTON LLP ENGAGEMENT TERMS

It is understood and agreed that the terms and conditions in this Attachment A refer to the Grant Thornton letter to which it is attached. The addressee of the letter, by signing the letter, has agreed to all of the terms and conditions in this Attachment A. In the event that there is a conflict between this Attachment A and the letter, including any Statements of Work, attachments, or amendments to the Agreement, the terms of Attachment A shall control, except as mutually agreed to by the parties that the Statement of Work shall control. Any capitalized terms in this Attachment A that are not defined shall have the meanings in the letter.

1. Management Participation and Responsibilities. You will designate at least one management level individual who possesses the suitable skill, knowledge, experience, judgment, and willingness to be responsible for overseeing the Services on your behalf. You will be solely responsible for applying independent business judgment with respect to the Services, including without limitation, establishing and monitoring the performance of the Services to ensure the objectives have been met, evaluating the adequacy of the engagement and any recommendations made, exclusively rendering decisions that involve management functions related to the engagement, accepting full responsibility for decisions on implementation or other further course(s) of action, and establishing and maintaining internal controls. Moreover, you will in all events remain responsible for the care and control of your premises, for all internal books and recordkeeping, for establishing and maintaining effective internal control systems and for all management functions, responsibilities and decisions.

2. Business Risk Allocations. The terms of this Section 2 shall apply regardless of the nature of any claim asserted (including but not limited to contract, statute, tort, strict liability, or any form of negligence, whether by you, Grant Thornton, or others) but such terms shall not apply to the extent finally determined to be contrary to any applicable law.

(a) Limitation of Liability. With respect to the Services and this Agreement generally, the liability of Grant Thornton and its present and former partners, principals, directors, employees, agents and contractors (collectively referred to as the "Grant Thornton Firm") and the Client for any claim, including but not limited to a party's own negligence, shall not exceed the fees paid or payable for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of a party's willful misconduct or fraud.

(b) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR, AND EACH PARTY HEREBY WAIVES, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR LOSS (AND ANY LOST PROFITS, TAXES, INTEREST, PENALTIES, LOSS OF SAVINGS, OR LOST BUSINESS OPPORTUNITY.)**

In responding to any claim asserted, the Grant Thornton Firm shall avail itself of any defense available to it under applicable law, but in no event shall the aggregate liability of the Grant Thornton Firm for any claims, losses or damages related to this Agreement exceed an amount that is proportional to the relative fault of the Grant Thornton Firm that is finally determined to have caused your losses.

(c) Indemnity. Client shall indemnify Grant Thornton and its present, future and former partners, principals, directors, employees and agents for any claim arising from, related to, or in connection with the services to be rendered as described in the applicable Statement of Work that is subject to this Agreement, but only for the Services subject to this Agreement, (the foregoing being the "Indemnity").

The Client has no obligation to indemnify Grant Thornton, or provide contribution or reimbursement to Grant Thornton, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Grant Thornton's gross negligence, willful misconduct or bad faith, or (ii) settled prior to a judicial



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determination as to Grant Thornton's gross negligence, willful misconduct or bad faith, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which Grant Thornton should not receive indemnity, contribution or reimbursement under the terms of the Agreement (the foregoing being the "Indemnity Carve out").

Client and Grant Thornton agree that each Statement of Work may limit the scope of the Indemnity on terms mutually agreeable to both parties. In no event may any such limited indemnity purport to indemnify Grant Thornton for or provide contribution or reimbursement to Grant Thornton, for any claim or expense encompassed by the Indemnity Carve out.

(d) Limitation on Period to File Claims. It is expressly agreed that any claim by or on behalf of either party arising out of the Services, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two years from the earlier of: the date that the report or deliverable is issued, or when the claim becomes known.

3. Use of Documentation and Reliance. Our professional standards require us to maintain sufficient documentation to support our work. This documentation may include copies of your information. However to the extent that we have copies of your information, we will protect and safeguard your information from unauthorized disclosure.

You agree to protect all data, materials, deliverables and reports, and opinions delivered to you (the "Deliverables") from unauthorized use and prevent disclosure of the Deliverables to unauthorized third parties who may rely on them. Moreover, you agree that we have not and shall not be deemed to assume any duties or obligations to any third party, including without limitation an affiliate, subsidiary, parent company or shareholders, partners, members, creditors or any third party beneficiaries.

Our Deliverables will be based on our interpretation of the federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities, in effect when we provide our deliverables. All of these authorities are subject to change, and such change may be retroactive or prospective in effect. We assume no responsibility to either advise you of, or to update our conclusions, for changes in respect to federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities. As a result, evaluation of our Deliverables shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and applicable law and any claim of nonconformance must be clearly and convincingly shown.

4. Client's Third Party Proceedings. Unless expressly provided for, our Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, our costs, expenses and time spent involved in the Client's legal and regulatory matters or proceedings seeking the Client's information will be billed to you separately at our then current rates.

5. Access to Resources and Information. Unless specified herein as the responsibility of Grant Thornton to provide, you shall have obtained for us on a timely basis any internal and third party permissions, licenses or approvals that are required for us to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as we may reasonably request, and our personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within the Grant Thornton Firm.

6. Termination. We shall each have the right to terminate this Agreement, in whole or in part, at any time without further obligation to the other by giving not less than thirty (30) days written notice to the other party; provided that in-process Statements of Work shall be completed, except in the event of an uncured, material breach. Further, Grant Thornton shall have the right to terminate this Agreement if it discovers practices by you that we



deem dishonest, fraudulent, or illegal; or we determine that the American Institute of Certified Public Accountants, Public Company Accounting Oversight Board, Securities and Exchange Commission, or other applicable rules or professional standards result in the Grant Thornton Firm's inability to complete the work, the Grant Thornton Firms may terminate the applicable State of Work or this Agreement. In the event that either party terminates this Agreement or any or all Statements of Work as set forth in this section, you agree to pay us for the Services, including out-of-pocket expenses and costs, rendered up to the date of such termination.

7. Grant Thornton International Limited – A Global Organization of Independent Firms. Grant Thornton LLP is the U.S. member of Grant Thornton International Ltd ("GTIL"), a global organization of member firms in over 100 countries. Member firms are not part of one international partnership or otherwise legal partners with each other. There is no common ownership, control, governance, or agency relationship between member firms. However, from time to time, other GTIL member firms may provide services in support of this Agreement. If GTIL member firms participate in providing Services under this Agreement, the terms of this Attachment A shall apply for the benefit of such GTIL member firms with respect to any work performed by them under this Agreement.

8. Electronic communications. During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or you. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. You agree to the use of electronic methods to transmit and receive information, including confidential information.

9. Privacy. Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Company will be kept confidential and not disclosed to any third party unless expressly permitted by the Company or required by law, regulation, legal process, or professional standards. The Company is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Company with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Notwithstanding anything to the contrary herein, Grant Thornton imposes no conditions of confidentiality on any information it provides to you to the extent that it concerns the tax structure or tax treatment of any transaction.

10. Basis for Our Conclusions. Our conclusions are limited solely to the matters for which we were engaged. No conclusions should be inferred as to any matters not specifically covered in the Agreement. Further, the conclusions are based upon the facts and information presented by you and may be inapplicable if the actual facts differ from those presented in any respect.

You represent that we may rely on the following, to the extent applicable, without verification.

- (a) All original documents, signatures and copies of documents provided by you are authentic.
- (b) When only drafts of pertinent documents are available, the executed versions of the draft documents will not vary materially from the ones provided by you for examination.
- (c) There are no inconsistent or adverse facts that are not otherwise provided by you and not apparent from the face of the documents that we have relied upon.
- (d) All legal documents necessary to perform the services have been duly and validly authorized, approved and executed by the appropriate persons.



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With respect to (a) – (d) above, you hereby agree not to sue the Grant Thornton Firm and release the Grant Thornton Firm and its present and former partners, principals, directors, employees, and contractors from any claim, whether known or unknown, liability, damages, fees, expenses and costs (including defense costs) relating to the Services that arise or relate to any information provided by you, your personnel or agents, that is misleading, incomplete, or not current.

11. Dispute resolution. In the unlikely event that differences arise in connection with the validity, enforceability, performance or breach of this Agreement or our fees, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by the bankruptcy court and a judge hearing evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the parties agree to waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.

12. General.

(a) Neither party shall assign any rights, obligations or claims relating to this Agreement.

(b) Neither party shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control.

(c) Except for GTIL member firms, no third-party beneficiaries are intended under this Agreement.

(d) Neither party shall use the other's name, servicemarks, or trademarks without prior written consent.

(e) This Agreement, including its formation and the parties' respective rights and duties and all disputes that might arise from or in connection with this Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Illinois, without giving effect to conflicts of laws rules. The parties consent to the personal jurisdiction of the courts of the state where the Grant Thornton office performing the Services is located and the United States District Court for the District of such state, and the parties waive objection to venue in any of these courts.

(f) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.

(g) If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions. Furthermore, if the Services are subject to the independence rules of the U.S. Securities and Exchange Commission ("SEC") with respect to you, such that any provision in this Agreement would impair our independence under the SEC's rules, such provision shall, to that extent, be of no further force and effect and the Agreement shall consist of the remaining provisions.

(h) This Agreement, including any other incorporated attachments, sets forth the entire understanding between and among the parties regarding the Services and supersedes all prior and contemporaneous agreements, arrangements and communications and may not be modified or amended, except by the mutual written agreement of both parties.

(i) The clauses regarding liability limitations, third party proceedings, indemnification and resolution of differences shall survive any termination of this Agreement.

13. Personnel. When you hire a Grant Thornton professional, we incur significant expenses in hiring and training replacements. Accordingly, during the term of this Agreement and for a period of one (1) year after the



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Services are completed, we both agree not to solicit, directly or indirectly, or hire, the other's personnel participating on an engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

14. Successors and Affiliates. Recognizing that at times Grant Thornton's work may pertain not only to you but also to various subsidiaries, affiliates, advisors and contractors, partnerships, companies, trusts or foundations, you agree, as may be requested by Grant Thornton from time to time (including subsequent to completion of the Services), to obtain written acceptance of the terms of this Agreement. Furthermore, you represent and warrant that this Agreement shall be binding on each party hereto and on each of your respective subsidiaries, successors, assigns and legal representatives.

15. Reportable Transactions. Taxpayers are required to disclose their participation in certain types of transactions ("Reportable Transactions") on forms filed with their federal income tax returns and/or with the IRS Office of Tax Shelter Analysis, and with agencies of certain states that impose similar requirements. Failure to adhere to Reportable Transaction disclosure and filing requirements may result in the imposition of significant penalties under applicable federal and/or state law. We may be a "Material Advisor" with regard to Services provided to you and we may be subject to our own federal and/or state reporting, registration and list maintenance obligations, which are separate and independent of any taxpayer disclosure obligation. We may be required to maintain and disclose to applicable federal and/or state regulatory agencies certain information regarding your participation in a Reportable Transaction, including your name and federal identification number, and other information as required.

Except as specifically stated in this Agreement, Grant Thornton does not assume any obligation to express any opinion on, provide any advice related to, or identify from any information provided by you or obtained by us during the course of providing Services to you under this Agreement, whether any particular transaction is a Reportable Transaction or the potential consequences of non-compliance with disclosure and filing requirements pertaining to a Reportable Transaction. Reliance on any opinion or advice we may provide regarding whether a transaction is or is not a Reportable Transaction and /or any disclosure and filing requirements may not avoid the imposition of any penalty imposed on you under federal or state law for the failure to comply with such disclosure and filing obligations.

16. Privileges Relating to Taxpayer Communications. Any advice given by Grant Thornton with respect to a matter that is within the scope of our authority to practice before the IRS may be privileged under federal and state laws. This privilege may be asserted in any non-criminal tax matter before the IRS and in any non-criminal tax proceeding in Federal court and may be asserted to the extent such communication would be considered privileged communication if it were between a taxpayer and an attorney. At your sole cost and expense, we will cooperate with your efforts to assert taxpayer privileges when we receive a demand or inquiry for your information to the extent required by law.



W. R. Grace & Co.
Statement of Work for Research and Development ("R&D") Tax Credit and
IRC Section 199 Study

This Statement of Work ("Statement of Work") dated June 8, 2012 becomes a part of and is subject to the terms and conditions of the Agreement dated June 8, 2012 between W.R. Grace & Co. and Subsidiaries ("Client," "Company," "you") and Grant Thornton LLP ("Grant Thornton," "Firm," or "we."). Any capitalized terms that are not defined in this Statement of Work shall have the meanings in the Agreement.

The purpose of this Statement of Work is to describe the scope of services ("Services") the Company is requesting Grant Thornton to perform, and to set forth the agreed fee, timing and other matters related to the Services.

The services we will provide

The Services we will provide under this Statement of Work consist of assisting the Company in identifying, computing, and/or documenting available Federal R&D tax credits ("Study") and Section 199 deductions by performing the following:

1. **Perform and document federal R&D tax credit study for 2008-2011** - calculation & project documentation of the 2008-2011 qualified research expenditures ("QREs"). Includes QRE substantiation, documentation review, project write-ups, project interviews, R&D tax credit process improvements, and an R&D questionnaire /template that can be used to assist the Company in accumulating data for use in its future R&D tax credit Calculations. This template will be based upon law as it exists as of the year ending 12/31/2011 and will not automatically update for any new law changes.
2. **Perform and document federal Section 199 deduction for 2011** - Identify sources of domestic production gross receipts, direct expenses, allocation of indirect expenses, and qualified production activities income. Develop a model to be used in both future years and to be applied back to 2007-2010 for purposes of computing Section 199 deductions.
3. **Training of Tax Department Personnel on R&D and Section 199** - Full day, on-site, training on calculating and documenting credit and deduction above.
4. **2007-2009 IRS audit support** - IRS audit support services for Section 199 and R&D. We are prepared to assist the Company with any potential IRS examinations associated with the Services described in 1 above for the years 2007-2009. The Services include assistance if such matter arises, which is limited to discussions with the taxing authority on the facts of the Services, including pertinent tax rules and laws. Specifically, for



purposes of this Statement of Work, these services are limited to IRS meetings and discussions, and IDR responses for the tax years 2007 - 2009. Such assistance will not involve negotiations with the taxing authority or making management type decisions on your behalf, since these activities are considered to be management's responsibility. Additionally, such assistance does not include appeals support. Such assistance can be provided under a separate Statement of Work.

The Studies consists of the detailed fieldwork needed to assist the Company in computing the R&D tax credit and Section 199 deduction for tax purposes only and preparing a report of findings for Company review and approval. Company management will be responsible for making any decisions on taking further courses of action with respect to our findings or advice.

Delivering the Services

We will discuss with you an appropriate timeline for providing the Services listed above, including an agreed upon timeframe for completion. We will provide the Company with a request for information required to complete the Services based on the mutually agreed timeline.

Our responsibility under this Statement of Work extends only to Services we expressly agree to provide herein. Our responsibility does not include, for example, studies, detailed research or analysis not specifically set forth in this Statement of Work. If such items arise or you request additional Services we will provide you a fee estimate and a new Statement of Work before we invest significant professional time.

Once we have spent about 4-6 weeks of time gathering and reviewing the Company's R&D documentation, and performing preliminary R&D interviews (estimated about 1 month), we will meet with the Company's team to discuss our progress and estimated findings for the 2008 - 2011 years. If the Company determines that the 2010 and 2011 R&D tax credit studies are not warranted, the Study's focus will remain on 2008 and 2009 only. No further work will be completed on the 2010 and 2011 tax years unless specifically agreed upon by the Company.

Indemnity

Any other provision of the Agreement to the contrary notwithstanding, including without limitation Section 2(c) of Attachment A, the following shall be the sole indemnity provisions that shall apply to the matters covered by this Statement of Work:

Client shall indemnify Grant Thornton and its present, future and former partners, principals, directors, employees and agents for any claim arising from the unauthorized disclosure of its report of findings to be rendered as described in this Statement of Work (the "Report"), but not for any claim arising from, related to, or in connection with Grant Thornton's postpetition performance of any services other than the Services described in this Statement of Work, unless such other postpetition services and indemnification therefor are approved by the Bankruptcy Court.



As used in this Statement of Work, "unauthorized disclosure" shall mean any disclosure of the Report to a third party without Grant Thornton's prior written consent, other than disclosure to the Internal Revenue Service, Client's auditors ~~and [others]~~ *or as required by applicable law.*

The Client has no obligation to indemnify Grant Thornton, or provide contribution or reimbursement to Grant Thornton, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Grant Thornton's gross negligence, willful misconduct or bad faith, or (ii) settled prior to a judicial determination as to Grant Thornton's gross negligence, willful misconduct or bad faith, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which Grant Thornton should not receive indemnity, contribution or reimbursement under the terms of the Agreement.

Fees and payment terms

Fees

Our fees for the Services under the Statement of Work will be based on our hourly rates for this type of work. Based on our experience and the information received to date, we anticipate that the fees will be as follows:

R&D Tax Credit Study	Fee
1. 2008-2009 R&D tax credit study	\$197,500 - \$220,000
2. 2010 R&D tax credit study	\$ 98,750 - \$110,000
3. 2011 R&D tax credit study	\$ 98,750 - \$110,000
4. Section 199 calculation for 2011 and template for both future and prior use	\$105,000 - \$115,000
Total Fee	\$500,000 - \$555,000

We will discuss with you circumstances that require us to do additional work which may include, but are not limited to, work to satisfy our obligations under applicable professional standards including additional fact gathering, analysis and preparation of disclosure forms, unforeseen scope changes including additional state returns or previously unidentified transactions or tax positions requiring analysis, and late or incomplete client provided information. If it appears that the stated fee will be exceeded, we will consult with you before continuing with the engagement.

Payment Schedule

Our billings for the services described above will be rendered as follows:

R&D Tax Credit Study	Billing
1. 2008-2011 R&D tax credit study	Monthly as services are performed



2. Section 199 calculation for 2011 and template for both future and prior use	Monthly as services are performed
3. Advance billing upon signing of SOW	\$50,000

In addition, we will bill for our expenses, which includes 3 percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases and similar expense items. Our billings are payable within 60 days of receipt.

Entire agreement

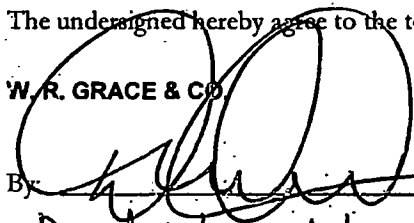
This Statement of Work represents the parties' entire understanding with respect to the Services in this document. In the event of a conflict between this Statement of Work and Attachment A – Standard Grant Thornton LLP Terms and Conditions, and any other exhibit or attachment included in the Agreement, the terms of this Statement of Work shall govern.

Agreed and accepted

The undersigned hereby agree to the terms and conditions as set forth above.

W. R. GRACE & CO.

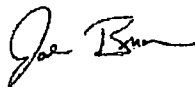
By:


David Libow, Asst. Treasurer

Date:

6/26/12

GRANT THORNTON LLP



Joseph Brown, Partner

Date: 6/8/12

Alon Brands, Inc.
ALON USA ENERGY INC

Alon USA Energy, Inc.
Alston & Bird LLP
American Appraisal Associates
American First National Bank

American International Group, Inc. and its affiliates Illinois National Insurance Company, New Hampshire Insurance Company and National Union Fire Insurance Company

American Renal Associates Holdings, Inc.
American Renal Holdings Inc.
Anderson Scholarship Foundation, Joshua
Andrew Beer Entities
Andrews & Kurth LLP
Apple Creek Acquisition Corp.
Arbor Pharmaceuticals, Inc.

Ardsley Advisory Partners
Ardsley Partners Fund II, L.P.

Ardsley Partners funds

Ardsley Partners I

Ardsley Partners Institutional Fund LP
ASRC Management Services

Asteron Portfolio Services Limited Optimum Corp Super Morgan Stanley Global Value Equity Trust

Asteron Portfolio Services Limited Optimum Pers Super Morgan Stanley Global Value Equity Trust

Aurora Bank FSB (formerly Lehman Brothers Bank FSB)

AutoZone, Inc.

Baker & McKenzie

Baker Cheese Factory, Inc.

BANK OF AMERICA

Bank of America Corporation (parent of LaSalle Leasing and LaSalle Bank)

Bank of America Corporation and Bank of America, N. A. (Bank of America)

Bank of America Merrill Lynch

Bank of America, N.A.

Bank of New York Mellon

BANK OF NEW YORK MELLON CORP

Bank of New York Mellon Corporation

BANK OF NEW YORK MUN CTFS TR V DEP RCPTS

Barclays Bank PLC

BARCLAYS GLOBAL IN BWS UK OPPS NEWTON

Barclays Global Investors

1A - SEC Audit Clients

Client of Grant Thornton

1C - SEC and Other Publicly Traded
Affiliates of Grant Thornton Audit
Clients

Client of Grant Thornton

GPS Prime Contractor

Client of Grant Thornton

Insurance

1A - SEC Audit Clients

1A - SEC Audit Clients

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

1A - SEC Audit Clients

Client of Grant Thornton

2B - Registered Investments Advisors
(RIA)

Client of Grant Thornton

5A - Pooled Hedge Funds (SEC
Rules)

5D - General Partners/Managing
Members

5A - Pooled Hedge Funds (SEC
Rules)

GPS Prime Contractor

Client of Grant Thornton

Client of Grant Thornton

3B - OTS Institutions

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

BRL5

BRL1

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

1C - SEC and Other Publicly Traded
Affiliates of Grant Thornton Audit
Clients

Client of Grant Thornton

Grant Thornton UK LLP

Client of Grant Thornton

Raymond Chabot Grant Thornton

Barnes & Thornburg	Client of Grant Thornton
Bartlit Beck	Client of Grant Thornton
Barzin, Eleanor C., Trustee of The	Client of Grant Thornton
BASF Corporation	Client of Grant Thornton
	1E - Other Publicly Traded Attest
BASF Corporation	Clients
Bayer Healthcare Pharmaceuticals	Client of Grant Thornton
Beatty & Draeger	Client of Grant Thornton
Berkshire Bancorp, Inc.	Client of Grant Thornton
Bicknell Family Holding Company LLC	Client of Grant Thornton
	2B - Registered Investments Advisors
Bicknell Family investment advisors	(RIA)
Bishop, Kenneth and Andrea	Client of Grant Thornton
Black Rock Systems, Inc.	Client of Grant Thornton
	2B - Registered Investments Advisors
Blackrock Financial Management, Inc.	(RIA)
BlackRock Inc.	Client of Grant Thornton
Blackrock Properties, Inc.	Client of Grant Thornton
Blackstone Administrative Partnership	Client of Grant Thornton
BLACKSTONE GROUP L P	Client of Grant Thornton
Blank Rome LLP	Client of Grant Thornton
Block Vision, Inc.	Client of Grant Thornton
Blue Wolf Capital Management	Client of Grant Thornton
BNSF Logistics, LLC	Client of Grant Thornton
Brimson, James (ABMI)	GPS Prime Contractor
	1C - SEC and Other Publicly Traded
Broadpoint Gleacher Securities Group, Inc.	Affiliates of Grant Thornton Audit
	Clients
Brown Brothers Harriman & Co (Custodian of fund Vanguard REIT Index)	Depository and/or Credit
Bryan Cave LLP	Client of Grant Thornton
Buchanan Ingersoll and Rooney	Vendor
Bullivant Houser Bailey PC	Client of Grant Thornton
Burlington Northern & Santa Fe Railway C	Client of Grant Thornton
Burnham Securities Inc.	Client of Grant Thornton
Cahill Gordon & Reindel LLP	Client of Grant Thornton
California Public Employees Retirement S	Client of Grant Thornton
	5A - Pooled Hedge Funds (SEC
Calpers Mariner Fixed Income Fund, LLC	Rules)
Cargill Ventures	Client of Grant Thornton
Carroll Warren & Parker PLLC	Client of Grant Thornton
Caspian funds	5B - Other Pooled and Hedge Funds
Caspian funds	5A - Pooled Hedge Funds (SEC
	Rules)
Caspian Solitude Fund, LP	5A - Pooled Hedge Funds (SEC
	Rules)
Caspian Solitude International, Ltd	5A - Pooled Hedge Funds (SEC
	Rules)

Caspian Solitude Master Fund, LP
 CCPACE, Inc.
 Celanese Corporation
 CFS 2907 Parking Inc.
 CGI Consulting
 CGI Technologies & Solutions, Inc
 Chartis Insurance
 Chase Paymentech Solutions LLC
 Chevron Phillips Chemical Company Ilc

Chubb Corporation ("The"), parent of Federal Insurance Company.

Citibank, N.A. (Custodian of funds: Sound Shore, Fidelity Growth Company)
 Citigroup Global Markets Inc.

Citigroup Inc., including Citibank and its affiliates and Diners Club credit card program

Citigroup Inc., including Citibank and its affiliates and Diners Club credit card program

City of Philadelphia Division of Technol

City of Philadelphia Police Department

City of Philadelphia Revenue Department

Clarke Silvergate Campbell etal

CNA Insurance Companies

CNL Holdings, Inc.

Cohu Inc.

COLGATE-PALMOLIVE (INDIA) LIMITED

COLGATE-PALMOLIVE (PAKISTAN) LIMITED

COLGATE-PALMOLIVE CO

Colgate-Palmolive Company

Colgate-Palmolive Company

Colgate-Palmolive Company Employees Retirement Income Plan

Colgate-Palmolive Company Employees Savings and Investment Plan (11-K)

Colgate-Palmolive Company Medical Plan for VEBA-Funded Retirees

Colgate-Palmolive de Puerto Rico Inc. PR Savings and Investment Plan (11-K)

Commercial Defeasance, LLC

Commonwealth Annuity and Life Insurance Company

Commonwealth of Pennsylvania

Conoco Resources Company, Limited

ConocoPhillips Company

Convergence Core Plus Fund

CORTS TR II GOLDMAN SACHS CAP Generic Bond

Covington & Burling LLP

Cozen O'Connor PC

Creative Associates

5A - Pooled Hedge Funds (SEC Rules)

GPS Prime Contractor

Client of Grant Thornton

Client of Grant Thornton

GPS Prime Contractor

GPS Prime Contractor

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Insurance

Depository and/or Credit

Client of Grant Thornton

Depository and/or Credit

Depository and/or Credit

Client of Grant Thornton

Non Audit, Direct Client of GPS

Non Audit, Direct Client of GPS

Client of Grant Thornton

BRL5

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

1C - SEC and Other Publicly Traded

Affiliates of Grant Thornton Audit

Clients

6A - Large Employee Benefit Plans

1A - SEC Audit Clients

6A - Large Employee Benefit Plans

1A - SEC Audit Clients

Client of Grant Thornton

6B - Other Entities

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

1C - SEC and Other Publicly Traded

Affiliates of Grant Thornton Audit

Clients

Client of Grant Thornton

Client of Grant Thornton

Client of Grant Thornton

GPS Prime Contractor

Credit Suisse Alternative Investment Gro

Crescent BT II GP, LP
 Crow Holdings
 CSPI
 Culinart Holdings , Inc
 D.A. Davidson Co.
 Daniel Eke and Associates PC
 Data Analytics and Solutions (DAS)
 David Lerner Associates, Inc.
 David Lerner Associates, Inc.
 David Lerner Associates, Inc.
 Davis Polk & Wardwell (Bank of America)
 DBTS Inc
 DCS Consulting
 Dearborn Mid-west Conveyor Co.
 Dechert LLP
 Delafield Fund
 Deloitte & Touche LLP
 Delta Card Services, Inc.
 Delta Consulting Group Inc.

Delta Dental of Illinois
 Delta Solutions and Technologies
 Department of Justice-IRS
 Department of the Treasury
 Department of the Treasury - FIT
 Department of the Treasury - FMS

Dexco Polymers, LP
 DexCom, Inc.
 Dickinson Wright PLLC
 Digital Sandbox

DL Art Management LLC
 Dorsey & Whitney LLP
 Dorsey&Whitney Seattle
 Dow-Mitsui Chlor-Alkali LLC
 Drew Marine
 Drinker Biddle & Reath
 DuPont
 EAM, Inc. /Mosley & Associates
 Eastman Chemical Co.
 EdVest Wells Fargo Balanced Portfolio
 Edward J. Morgan
 Edwards Angell Palmer & Dodge LLP
 EG&G Technical Services
 Entergy Services, Inc.
 Environmental Protection Agency
 EOS Preferred Corporation (formerly Capital Crossing Preferred Corporation)

Client of Grant Thornton
 5C - Private Equity Groups and
 Venture Capital Funds
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 GPS Prime Contractor
 Client of Grant Thornton
 2A - Broker Dealers
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 GPS Prime Contractor
 Client of Grant Thornton
 Client of Grant Thornton
 1A - SEC Audit Clients
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor

Insurance
 GPS Prime Contractor
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 5C - Private Equity Groups and
 Venture Capital Funds
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 2B - Registered Investments Advisors
 (RIA)
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 Client of Grant Thornton
 Client of Grant Thornton
 1A - SEC Audit Clients

Epic Media Group
 Equus Total Return, Inc.
 ETL Holdings, Inc. and Subsidiaries
 eTouch Federal Systems

Evergreen Investments
 Faegre & Benson LLP

Fidelity Growth Company Fund (Registered Investment Advisor - FMR LLC)
 First National Bank of Fairfield
 First National Bank of Long Island
 First National Bank of Muscatine
 FIRST NATIONAL BANK OF OKLAHOMA
 Fisher Jr., William F.

Flagstar Bancorp, Inc.
 Flagstar Bank, FSB
 Flagstar Capital Markets Corporation

FMR LLC, parent of the Fidelity Growth Company Fund
 Ford Motor Company
 Fortress Investment Group
 Franklin & Turner International
 Fulbright & Jaworski LLP

Galton Mortgage funds

Galton Mortgage Strategies Onshore Fund, LP
 Gamma Investment Advisors LLC
 Gamma Investment Advisors, LLC
 GAZ METROPOLITAIN INC
 GE Capital Fleet Services
 Geico Insurance Company
 General Electric Co. (ultimate parent of GE Capital Corporation and Interpark)
 General Electric Company
 General Mills
 General Motors Corporation
 Geographic Information Solution Inc. (GISi)
 Georgia Pacific G-P Gypsum Corp
 Gibbons P.C.
 GIBSON, DUNN & CRUTCHER LLP

Glamorgan Partners funds

Gokaldas Exports Ltd.

Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor

1C - SEC and Other Publicly Traded
 Affiliates of Grant Thornton Audit
 Clients
 Client of Grant Thornton

401(k)
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton

1C - SEC and Other Publicly Traded
 Affiliates of Grant Thornton Audit
 Clients
 3C - Other Financial Institutions
 3C - Other Financial Institutions

401(k)
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 Client of Grant Thornton
 5A - Pooled Hedge Funds (SEC
 Rules)
 5A - Pooled Hedge Funds (SEC
 Rules)
 Client of Grant Thornton
 2C - Other Investment Advisors
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 BRL5
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 GPS Prime Contractor
 Client of Grant Thornton
 Client of Grant Thornton
 Client of Grant Thornton
 5A - Pooled Hedge Funds (SEC
 Rules)
 1C - SEC and Other Publicly Traded
 Affiliates of Grant Thornton Audit
 Clients

Gokaldas Exports Ltd.	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
GOLDMAN SACHS	Client of Grant Thornton
GOLDMAN SACHS ASSET MGT CBO II Generic Bond	Client of Grant Thornton
Goldman Sachs Bank	Client of Grant Thornton
GOLDMAN SACHS DYNAMIC OPPORTUNITIES	Client of Grant Thornton
GOLDMAN SACHS DYNAMIC OPPORTUNITIES	Client of Grant Thornton
GOLDMAN SACHS GROUP INC	Client of Grant Thornton
 Goldman Sachs Group, Inc.	 1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
GOLDMAN SACHS INTERNATIONAL	Client of Grant Thornton
GOLDMAN SACHS INTERNATIONAL Generic Bond	Client of Grant Thornton
GOLDMAN SACHS INTERNATIONAL	Client of Grant Thornton
GOLDMAN SACHS JBWERE PTY LTD	Client of Grant Thornton
Goodwill Industries International	Client of Grant Thornton
Goodwin Procter LLP	Client of Grant Thornton
Gordon, Arata, McCollam, Duplantis & Eag	Client of Grant Thornton
 Grace Investment Partners LLC	 5D - General Partners/Managing Members
 Graham Packaging Company, Inc.	 1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
 Graham Packaging Company, Inc.	 1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Great Art funds	5A - Pooled Hedge Funds (SEC Rules)
Greif, Inc.	Client of Grant Thornton
Grupo TMM, S.A.B. (Marmex Marine Mexico)	Client of Grant Thornton
GS Bank USA, Inc.	3A - FDICIA Institutions
Gulf Chemical & Metallurgical Corp	Client of Grant Thornton
H.B. Fuller	Client of Grant Thornton
HALL JR, BROOKS	Client of Grant Thornton
Harrah's Entertainment	Client of Grant Thornton
Hartford Financial Services Group	Client of Grant Thornton
Hartford Financial Services Group, Inc.("The"), parent of Hartford Life Insurance Company	Insurance
Hartford Financial Services Group, Inc.("The"), parent of Hartford Life Insurance Company	Insurance
HARTFORD LIFE HLL INVESCO GT GILT GOLD FU	Client of Grant Thornton
Haynes & Boone LLC	Client of Grant Thornton
Haynes and Boone Retirement Savings Plan	6A - Large Employee Benefit Plans
Haynes and Boone, LLP Benefit Plans	Client of Grant Thornton
Henkel of America, Inc.	Client of Grant Thornton
Hill's Pet Nutrition, Inc. Retirement Plan	6A - Large Employee Benefit Plans
Hoffberger Family Entities	Client of Grant Thornton
Holland & Knight, LLP	Client of Grant Thornton
Honeywell International Inc.	Client of Grant Thornton

Honigman Miller Schwartz and Cohn LLP	Client of Grant Thornton
Huttig Building Products, Inc.	Client of Grant Thornton
Inductotherm Corporation USA	Client of Grant Thornton
Industrial Economics, Inc.	Client of Grant Thornton
Industrial Manufacturing Corporation	Client of Grant Thornton
InterMarket Group LLC	Client of Grant Thornton
International Business Machines Corporation (IBM)	GPS as Subcontractor
International Business Machines Corporation (IBM)	GPS Prime Contractor
Intersect Software Corp	GPS Prime Contractor
Intertape Polymer Corp. USA Employees' Stock Ownership and Retirement Savings (11-K)	1A - SEC Audit Clients
INTERTAPE POLYMER GROUP INC	Client of Grant Thornton
J.M. Huber Corporation	Client of Grant Thornton
J.P. Morgan Securities Inc.	Client of Grant Thornton
James McElroy & Diehl, P.A.	Client of Grant Thornton
Jana Capital Partners LLC	Client of Grant Thornton
Jespersen, Roy S.*	Client of Grant Thornton
JP Morgan	GPS Prime Contractor
JP Morgan High Yield Bond Fund (Registered Investment Advisors - JP Morgan Investment Management, Inc)	ERP
JPMorgan Chase & Co.* [Fund Custodian For:] Vanguard Institutional Index and Mid-Cap Fds., Fidelity Growth Company, American Fds EuroPacific Growth, JPM High Yield Bond Fund, Templeton Global Bond Fund & Caldwell & Orkin Mkt Opportunity)	Depository and/or Credit
JPMorgan Chase & Co.* [Fund Custodian For:] Vanguard Institutional Index and Mid-Cap Fds., Fidelity Growth Company, American Fds EuroPacific Growth, JPM High Yield Bond Fund, Templeton Global Bond Fund & Caldwell & Orkin Mkt Opportunity)	Depository and/or Credit
JPMorgan Chase & Co.* [Fund Custodian For:] Vanguard Institutional Index and Mid-Cap Fds., Fidelity Growth Company, American Fds EuroPacific Growth, JPM High Yield Bond Fund, Templeton Global Bond Fund & Caldwell & Orkin Mkt Opportunity)	Depository and/or Credit
JPMorgan Chase & Co., parent/sponsor of the JP Morgan High Yield Bond Fund	ERP
JPMorgan Chase & Co., parent/sponsor of the JP Morgan High Yield Bond Fund	ERP
JPMorgan Chase (parent of Chase Paymentech Solutions, LLC)	BRL5
JPMorgan Chase (parent of Chase Paymentech Solutions, LLC)	BRL5
JPMorgan US Smaller Companies IT	Client of Grant Thornton
K&L Gates	Client of Grant Thornton
Kansas City Southern de Mexico, S.A. de	Client of Grant Thornton
Katten Muchin Rosenman LLP	Client of Grant Thornton
Katten Muchin Rosenman LLP Defined Contribution Plan	6A - Large Employee Benefit Plans
Katten Muchin Rosenman LLP Welfare Benefit Plan	6A - Large Employee Benefit Plans
Kaye Scholer LLP	Client of Grant Thornton
KCS International	Client of Grant Thornton
KCS International, Inc. 401(k) Plan	6A - Large Employee Benefit Plans
KCS, Inc.	Client of Grant Thornton
Kellogg Capital Markets LLC	Client of Grant Thornton
Kellogg Group LLC	Client of Grant Thornton

KeyLogic Systems Inc (parent company of New Sky Perspective and New Sky Aviation)	GPS as Subcontractor
Kinder Morgan	Client of Grant Thornton
Klein, Peter	Client of Grant Thornton
KPMG	6A - Large Employee Benefit Plans
KPMG LLP	Client of Grant Thornton
KPMG LLP (Canada)	Client of Grant Thornton
KPMG, LLP	GPS Prime Contractor
Kratos Defense and Security Solutions, I	Client of Grant Thornton
KUWAIT GYPSUM MANUFACTURING AND TRA	Client of Grant Thornton
Latham & Watkins LLP	Client of Grant Thornton
LEHMAN BROS	Client of Grant Thornton
LEHMAN BROS CUSTD RCP AMRO N A	Client of Grant Thornton
LEHMAN BROS DIVERS	Client of Grant Thornton
LEHMAN BROS HLDGS INC	Client of Grant Thornton
Lehman Bros Holding, Inc. Medium Term Note Survivor Option	Client of Grant Thornton
LEHMAN BROS LIQUID	Client of Grant Thornton
LEHMAN BROS SO AFRICA GRWTH FD	Client of Grant Thornton
Lehman Brothers	Client of Grant Thornton
LEHMAN BROTHERS AL	Client of Grant Thornton
Lehman Brothers Asset Management	Client of Grant Thornton
	1C - SEC and Other Publicly Traded
	Affiliates of Grant Thornton Audit
	Clients
Lehman Brothers Holdings, Inc.	5E - Other Limited Partnerships
Lehman Brothers US Bond Fund	Client of Grant Thornton
Levy and Craig PC	Client of Grant Thornton
Lloyds Bank Corporate Markets	Grant Thornton UK LLP
Lloyds Banking Group plc	Client of Grant Thornton
LodgeWorks Companies	Client of Grant Thornton
Logistical Solutions International	Client of Grant Thornton
Longacre Capital Management LLC	5A - Pooled Hedge Funds (SEC Rules)
	5A - Pooled Hedge Funds (SEC Rules)
Longacre Master Fund II LP	Client of Grant Thornton
	GPS Prime Contractor
Longacre Master Fund, Ltd.	Client of Grant Thornton
Loop Capital Markets, LLC	5A - Pooled Hedge Funds (SEC Rules)
Lunarline	
M&T Bank Corporation	Client of Grant Thornton
Mackay Municipal Opportunities Master Fund, LP (formerly Mariner Muni Opportunities Master Fund LP)	
Macquarie Investment Management Limited Macquarie Morgan Stanley Global Franchise Fund	Client of Grant Thornton
Macquarie Investment Management Limited Macquarie SuperOptions AP - Macquarie Morgan Stanley Global Franchise	Client of Grant Thornton
Macquarie Investment Management Limited Macquarie SuperOptions SP - Macquarie Morgan Stanley Global Franchise	Client of Grant Thornton
Macquarie Investment Management Limited Macquarie SuperOptions TAP - Macquarie Morgan Stanley Global Franchise	Client of Grant Thornton
Marcus Schloss & Co. Inc	Client of Grant Thornton

Mariner Atlantic, Ltd.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Capital funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner Capital Ventures	5A - Pooled Hedge Funds (SEC Rules)
MARINER CDO 2002 L	Client of Grant Thornton
Mariner Empire Fund, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Energy, Inc.	Client of Grant Thornton
Mariner funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner GP, LP	5D - General Partners/Managing Members
MARINER INVESTMENT GROUP, INC.	Client of Grant Thornton
Mariner LDC	5C - Private Equity Groups and Venture Capital Funds
Mariner Mortgage Master Fund I, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Mortgage Master Fund II, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Municipal Credit Opportunities Fund, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Off-shore Mortgage Fund, I LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Onshore Mortgage Fund II, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner On-shore Mortgage Fund, I LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Opportunities Fund, L.P.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Palmetto Silvermine Partners, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Partners GP, L.P.	Client of Grant Thornton
Mariner Partners LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Partners, Inc. (formerly Mariner Investment Group, Inc.)	2B - Registered Investments Advisors (RIA)
Mariner Real Estate funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner Real Estate Partners II	5A - Pooled Hedge Funds (SEC Rules)
Mariner Silvermine Fund Ltd	5A - Pooled Hedge Funds (SEC Rules)
Mariner Silvermine Fund Offshore Ltd.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Silvermine funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Credit Strategies Fund, LP	5A - Pooled Hedge Funds (SEC Rules)

Mariner Tricadia Credit Strategies Fund, Ltd.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Credit Strategies Master Fund, Ltd.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia CS Intermediate, Ltd	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Distressed and Special Situation Fund LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Distressed and Special Situation Intermediate Fund	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Distressed and Special Situation Master Fund	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia Distressed and Special Situation Offshore Fund	5A - Pooled Hedge Funds (SEC Rules)
Mariner Tricadia funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner Voyager funds	5A - Pooled Hedge Funds (SEC Rules)
Mariner Voyager Master Fund, Ltd.	5A - Pooled Hedge Funds (SEC Rules)
Mariner Voyager, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner/Palmetto State Partners, LP	5A - Pooled Hedge Funds (SEC Rules)
Mariner-Arroya Opportunity Funds	5A - Pooled Hedge Funds (SEC Rules)
Marmon Group, Inc.	Client of Grant Thornton
Mars, Inc.	Client of Grant Thornton
Marsh & McLennan Companies, Inc. (parent of Marsh USA Inc. National Economic Research Associates, Mercer Human Resource Consulting and Kroll Background America)	BRL5
Marsh & McLennan Companies, Inc.(Broker of record) and its subsidiary Mercer, LLC (Employee benefit plan consultants)	Insurance
Marubeni America Corporation	Client of Grant Thornton
MatlinPatterson Global Advisers LLC	5D - General Partners/Managing Members
Mayer Brown, LLP	Client of Grant Thornton
McAfee, Paul & Leah B	Client of Grant Thornton
McCabe Capital Managers Ltd	5A - Pooled Hedge Funds (SEC Rules)
McCarter & English LLP	Client of Grant Thornton
McDermott Will & Emery Savings and Retirement Plan	6A - Large Employee Benefit Plans
McDermott, Will & Emery LLP	Client of Grant Thornton
McGuireWoods, LLP	Client of Grant Thornton
McKee Nelson LLP	Client of Grant Thornton
McNair Law Firm	Client of Grant Thornton
MediaSpan Group, Inc.	Client of Grant Thornton
Mercon Coffee Corporation	Client of Grant Thornton
Merrill Lynch & Co.	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO EUROP EQ CLS A PENS	Client of Grant Thornton

MERRILL LYNCH PENS INVESCO EUROP EQTY 'L'PENS	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO MANAGED CLASS M	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO MANAGED L LIFE	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS EURP EQTY D	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS EURP EQTY T	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS EURP EQUITY M	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS EURP EQUITY N	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQTY T	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY A	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY B	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY C	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY D	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY G	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY K	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY L	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY M	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS GBL EQUITY N	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MANAGED D	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MGD CLASS A	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MGD CLASS B	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MGD CLASS C	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MGD CLASS G	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENS MGD CLASS K	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENSIONS MANAGED N	Client of Grant Thornton
MERRILL LYNCH PENS INVESCO PENSIONS MANAGED 'T	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY A	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY B	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY C	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY D	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY E	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY F	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY G	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY H	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY J	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY K	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY L	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY M	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY N	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY O	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY S	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON OVERSEAS EQUITY T	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'A' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'B' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'C' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'D'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'E' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'F'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'G' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'H'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'J'ACC	Client of Grant Thornton

MERRILL LYNCH PENS NEWTON UK EQUITY 'K' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'L' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'M'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'N'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'O' ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'S'ACC	Client of Grant Thornton
MERRILL LYNCH PENS NEWTON UK EQUITY 'T' ACC	Client of Grant Thornton
Metropolitan Series Fund, Inc - Morgan Stanley EAFE Index Portfolio; Class A Shares	Client of Grant Thornton
Metropolitan Series Fund, Inc Morgan Stanley EAFE Index Portfolio; Class A Shares	Client of Grant Thornton
Metropolitan Series Fund, Inc Morgan Stanley EAFE Index Portfolio; Class B Shares	Client of Grant Thornton
Metropolitan Series Fund, Inc Morgan Stanley EAFE Index Portfolio; Class E Shares	Client of Grant Thornton
Mintz Levin Cohn Feris Glovsky	Client of Grant Thornton
Mitsui O.S.K.Lines,Ltd.	Client of Grant Thornton
Molibdenos y Metales S.A.	Client of Grant Thornton
Moog, Inc.	Client of Grant Thornton
Morgan Jr., James N.	Client of Grant Thornton
Morgan Keegan & Company, Inc.	Client of Grant Thornton
Morgan Memorial Goodwill Industries, Inc	Client of Grant Thornton
Morgan Stanley	Client of Grant Thornton
MORGAN STANLEY	Client of Grant Thornton
Morgan Stanley Smith Barney Holdings LLC	Client of Grant Thornton
MORGAN STANLEY UNVL FDS INC GLOBAL VALU EQ	Client of Grant Thornton
Morgan's Foods, Inc.	1A - SEC Audit Clients
Morrison and Foerster LLP	Client of Grant Thornton
Mulligan, Michael P.	Client of Grant Thornton
National BAS Initiatives	Client of Grant Thornton
National Gypsum Company	Client of Grant Thornton
Nelson Mullins Riley & Scarborough LLP	Client of Grant Thornton
New Balance Athletic Shoe Co.	Client of Grant Thornton
	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Newton Investment Management Limited	Client of Grant Thornton
Nicholson, Thomas (Estate of)	Client of Grant Thornton
Nortel Networks	Client of Grant Thornton
Northern Trust	Client of Grant Thornton
Northern Trust Corporation, parent of The Northern Trust Company* (Custodian of fund: Fidelity Growth Company)	Depository and/or Credit
	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
NorthernStar Natural Gas, Inc.	Client of Grant Thornton
NORWICH UNION INTL NORWICH MORGAN STANLEY SICA	Client of Grant Thornton
Nova Biomedical Corporation	Client of Grant Thornton
	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
NYMagic, Inc.	Client of Grant Thornton
O'Donohue, Kevin & Laura	Client of Grant Thornton

Office of Attorney General Commonwealth
One Beacon Insurance Company

Orbitz Worldwide, Inc.

Orbitz Worldwide, Inc.

Orix Corporation
Orrick, Herrington and Sutcliffe LLP
Pacific Life Funds PL Comstock Fund; Class 529 A Shares (MT)
Pacific Life Funds PL Comstock Fund; Class 529 B Shares (MT)
Pacific Life Funds PL Comstock Fund; Class 529 C Shares (MT)
Pacific Life Funds PL Comstock Fund; Class A Shares
Pacific Life Funds PL Comstock Fund; Class B Shares
Pacific Life Funds PL Comstock Fund; Class C Shares
Pacific Life Insurance Company

Pacific Mutual Holding Company, parent of Pacific Life Insurance Company
Pacific Select Fund Comstock Portfolio

Pamlico Capital (formerly Wachovia Capital Partners)
PEI-Genesis
Pennsylvania Office of the Attorney General
Pension Benefit Guaranty Corporation
Pepper Hamilton LLP
Perkins Coie LLP - Seattle
Pershing LLC

PGI International, Ltd.
Phillips de Pury & Co., LLC
PILOT AIR FREIGHT
Pine Tree Equity
Pioneer Drilling Company
Pioneer Holdings
Piper Jaffray & Co.
POLYMER GROUP INC
Polymer Group, Inc.
Polymer Group, Inc.
Polymer Group, Inc.
Potter Anderson & Corroon LLP
Poyner Spruill LLP
PPG Industries, Inc.

PPG Industries, Inc.
Pragmatics
Prince Lobel Glovsky & Tye LLP
Prudential Insurance Company of America

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Client of Grant Thornton
1C - SEC and Other Publicly Traded
Affiliates of Grant Thornton Audit
Clients

1C - SEC and Other Publicly Traded
Affiliates of Grant Thornton Audit
Clients

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Affiliates of Grant Thornton Audit
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Client of Grant Thornton
Client of Grant Thornton

Depository and/or Credit
Client of Grant Thornton

5C - Private Equity Groups and
Venture Capital Funds
Client of Grant Thornton
Non Audit, Direct Client of GPS
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
6B - Other Entities

4C - Entities Issuing Conduit Debt for
Audit Clients

Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton
1A - SEC Audit Clients
1A - SEC Audit Clients
Client of Grant Thornton
Client of Grant Thornton
Client of Grant Thornton

1E - Other Publicly Traded Attest
Clients

GPS Prime Contractor
Client of Grant Thornton
Client of Grant Thornton

Public Financial Management, Inc.	Client of Grant Thornton
Ranbaxy, Inc.	Client of Grant Thornton
Randolph Morgan Consulting	GPS Prime Contractor
Randolph Morgan Consulting	GPS Prime Contractor
Realogy Corporation	Client of Grant Thornton
Red Wing Management II, LLC	Client of Grant Thornton
Richardson Electronics, Ltd.	Client of Grant Thornton
Robert W. Woodruff Arts Center, Inc.	Client of Grant Thornton
Robins, Kaplan, Miller & Ciresi, LLP	Client of Grant Thornton
Romacorp, Inc.	Client of Grant Thornton
Ropes & Gray LLP	Client of Grant Thornton
Rovi Corporation	Client of Grant Thornton
Ryley Carlock & Applewhite	Client of Grant Thornton
Salvation Army (Eastern Territory)	6B - Other Entities
Salvation Army (Central Territory)	6B - Other Entities
Salvation Army Central Territory	Client of Grant Thornton
SAP	Client of Grant Thornton
SAP AG (parent of Business Objects Americas)	BRL5
SAP America, Inc.	Client of Grant Thornton
SAP America, Inc.	BRL2
SCM (America), Inc.	Client of Grant Thornton
Sealed Air Corp.	Client of Grant Thornton
SEC	Client of Grant Thornton
Select Fund	1A - SEC Audit Clients
Sidley Austin LLP	Client of Grant Thornton
Smith and Associates	GPS Prime Contractor
Smith, William & Maria	Client of Grant Thornton
SOC FRANCAISE EXXONMOBIL CHEMICAL	Client of Grant Thornton
Southwest Securities, Inc.	Client of Grant Thornton
SPDR Series Trust Morgan Stanley Technology ETF	Client of Grant Thornton
Spirit of America Management Corp.	2A - Broker Dealers
	1C - SEC and Other Publicly Traded
	Affiliates of Grant Thornton Audit
	Clients
Standard Pacific Corp.	Client of Grant Thornton
State of Illinois, Department of Insuran	3A - FDICIA Institutions
StellarOne Bank	GPS Prime Contractor
Strong Consulting	GPS Prime Contractor
Summit Consulting LLC	GPS Prime Contractor
Syracuse University	GPS Prime Contractor
Systems Research and Applications Corporation	Client of Grant Thornton
Terra Nova Services, LLC	Client of Grant Thornton
The Bank of New York Mellon Trust Compan	
	1C - SEC and Other Publicly Traded
	Affiliates of Grant Thornton Audit
	Clients
The Blackstone Group, LP	1C - SEC and Other Publicly Traded
	Affiliates of Grant Thornton Audit
	Clients
The Blackstone Group, LP	GPS Prime Contractor
The Collingwood Group LLC	Client of Grant Thornton
The Royal Bank of Scotland	

The Royal Bank of Scotland Group Plc	Grant Thornton UK LLP
The Royal Bank of Scotland Group Plc	Grant Thornton UK LLP
The Salvation Army Eastern Territory	Client of Grant Thornton
The Salvation Army National Headquarters	Client of Grant Thornton
The Salvation Army National Headquarters	6B - Other Entities
The Valspar Corporation	Client of Grant Thornton
The Vanguard Group, Inc.	Client of Grant Thornton
Thomas Publishing Company	Client of Grant Thornton
Thornburg Securities Corporation	2A - Broker Dealers
	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
TMST, Inc. (formerly Thornburg Mortgage, Inc.)	2B - Registered Investments Advisors (RIA)
Tocqueville Asset Management L.P.	Client of Grant Thornton
Tocqueville Dividende Cap	Client of Grant Thornton
Tocqueville Dividende Dis	1A - SEC Audit Clients
Tocqueville Fund	1A - SEC Audit Clients
Tocqueville Gold Fund	1A - SEC Audit Clients
Tocqueville International Value Fund	1A - SEC Audit Clients
Tocqueville Opportunity Fund (formerly Tocqueville Small Cap Fund)	1A - SEC Audit Clients
Tocqueville Placement	Client of Grant Thornton
Tocqueville Trust	Client of Grant Thornton
Tocqueville Trust	Client of Grant Thornton
Tocqueville Value Amerique	Client of Grant Thornton
Tocqueville Value Europe	Client of Grant Thornton
	2B - Registered Investments Advisors (RIA)
Tricadia Capital Management LLC	Client of Grant Thornton
Tricam Industries, Inc.	Client of Grant Thornton
TSRC USA Corp.	Client of Grant Thornton
Unilever UK	Client of Grant Thornton
Unilever United States, Inc.	Client of Grant Thornton
Union Carbide Corporation	Client of Grant Thornton
US DEPARTMENT OF JUSTICE	Client of Grant Thornton
US DEPT OF ENERGY	Client of Grant Thornton
Vanguard Car Rental USA, Inc.	Client of Grant Thornton
Vanguard CityHome	Client of Grant Thornton
	401(k)/ERP
Vanguard Group, Inc. ("The"), parent of all Vanguard Funds	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Vanguard Health Systems	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Vanguard Health Systems	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Vanguard Health Systems	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
Vanguard Health Systems, Inc.	Client of Grant Thornton
Vanguard Institutional Index (Registered Investment Advisor - The Vanguard Group, Inc)	401(k)

Vanguard Institutional Index Fund (Registered Investment Advisor - The Vanguard Group, Inc)	ERP
Vanguard Mid Cap Index (Registered Investment Advisor - The Vanguard Group, Inc)	ERP
Various TAX assignments	Client of Grant Thornton
Venable LLP and Bayerische Landesbank	Client of Grant Thornton
Verticalnet Inc.	Client of Grant Thornton
 Vicis Funds	 5B - Other Pooled and Hedge Funds
Vicis Capital Master Trust	Client of Grant Thornton
 Vicis Gamma Fund	 5C - Private Equity Groups and Venture Capital Funds
 Vicis Gamma Fund International	 5B - Other Pooled and Hedge Funds
Vicis Gamma Master Fund	5C - Private Equity Groups and Venture Capital Funds
Vornado Air, LLC	Client of Grant Thornton
Vornado Realty Trust	Client of Grant Thornton
Vu Forensics Advisory LLP	GPS Prime Contractor
Wachovia Bank, N.A.	3C - Other Financial Institutions
Wachovia Bank/Monthly Recons	Client of Grant Thornton
Wachovia Bank: A Wells Fargo Company	Client of Grant Thornton
WACHOVIA CORPORATION	Client of Grant Thornton
Wachovia Div Stable Value ML 91 Day TBills	Client of Grant Thornton
WACHOVIA PREFERRED FUNDING CORP.	Client of Grant Thornton
Wachovia/TBA and Pension	Client of Grant Thornton
Wachtell, Lipton, Rosen & Katz	Client of Grant Thornton
Wal-Mart Stores, Inc.	Client of Grant Thornton
Weatherford International Ltd.	Client of Grant Thornton
WELLS FARGO & CO NEW	Client of Grant Thornton
 Wells Fargo & Company	 1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
WELLS FARGO ADV GLB DIV OPP FD	Client of Grant Thornton
Wells Fargo Advisors, LLC	Client of Grant Thornton
Wells Fargo Advisors, LLC (formerly Wachovia Securities)	2A - Broker Dealers
Wells Fargo Bank N.A.	3A - FDICIA Institutions
Wells Fargo Bank NA-Lan Adj Grp	Client of Grant Thornton
Wells Fargo Bank Trust Department	Client of Grant Thornton
WELLS FARGO BK DECLARATION TR	Client of Grant Thornton
Wells Fargo Brokerage Services, LLC	Client of Grant Thornton
WELLS FARGO CAP IX	Client of Grant Thornton
WELLS FARGO CAP VII	Client of Grant Thornton
WELLS FARGO CAPITAL IV	Client of Grant Thornton
Wells Fargo Capital XV	Client of Grant Thornton
Wells Fargo Funds Management, LLC	Client of Grant Thornton
Wells Fargo Funds Trust	Client of Grant Thornton
Wells Fargo Institutional Brokerage & Sales	Client of Grant Thornton
Wells Fargo Institutional Retirement and Trust	Client of Grant Thornton
WELLS FARGO INVESTMENTS, LLC	Client of Grant Thornton

WELLS FARGO LIQUID	Client of Grant Thornton
WELLS FARGO MTG&EQUITY TR	Client of Grant Thornton
Wells Fargo Securities LLC	Client of Grant Thornton
Wells Fargo Stable Return Fund	Client of Grant Thornton
Wells Fargo Variable Trust	Client of Grant Thornton
White & Case, LLP	Client of Grant Thornton
Wildman Harrold	Client of Grant Thornton
Williams & Connolly LLP	Client of Grant Thornton
Winston & Strawn LLP	Client of Grant Thornton
WINTERTHUR LIFE UK INVESCO PERP GBL SML COS	Client of Grant Thornton
WINTERTHUR LIFE UK INVESCO PERPETUAL PACIFIC	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON INCOME FUND LIFE	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON INCOME SER'2'PENS	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON INTERNATIONAL GROWTH	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON INTL BOND FD LIFE	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON INTL GTH FD LIFE	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON MANAGED PENS	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON S2 INTL BOND PENS	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTON S2 INTL GWTH PENS	Client of Grant Thornton
WINTERTHUR LIFE UK NEWTONS INTERNATIONAL BOND	Client of Grant Thornton
WINTERTHUR LIFE UK WINTERTHUR OLD MUTUAL CORP	Client of Grant Thornton
WINTERTHUR LIFE UK WINTERTHUR OLD MUTUAL JAPAN	Client of Grant Thornton
WINTERTHUR PENSION INVESCO PERP GBL SMALCO S3	Client of Grant Thornton
WINTERTHUR PENSION INVESCO PERPET CORP BD S3	Client of Grant Thornton
WINTERTHUR PENSION INVESCO PERPETUAL HIGH INC	Client of Grant Thornton
WINTERTHUR PENSION INVESCO PERPETUAL PAC S3 PE	Client of Grant Thornton
WINTERTHUR PENSION NEWTON INTL BOND S3	Client of Grant Thornton
WINTERTHUR PENSION NEWTON INTL GROWTH S3	Client of Grant Thornton
WINTERTHUR PENSION NEWTON OVERSEAS EQUITY	Client of Grant Thornton
WINTERTHUR PENSION OLD MUTUAL CORP BD ACC PEN	Client of Grant Thornton
WINTERTHUR PENSION OLD MUTUAL CORP BOND S3 PEN	Client of Grant Thornton
WINTERTHUR PENSION WINTERTHUR NEWTON INCOME S3	Client of Grant Thornton
WINTERTHUR PENSION WINTERTHUR NEWTON MGD S3	Client of Grant Thornton
Wright Medical Technology, Inc.	Client of Grant Thornton
Xerox Affiliated Computer Sciences and other affiliates of Xerox Corporation)	BRL1
Xerox Corporation	Client of Grant Thornton
	1E - Other Publicly Traded Attest Clients
	1C - SEC and Other Publicly Traded Affiliates of Grant Thornton Audit Clients
XL Health Corp.	Client of Grant Thornton
Zuckerman Spaeder LLP	Client of Grant Thornton
Zurich American Insurance Company	Client of Grant Thornton
ZURICH ASSURANCE NEWTON GLOBAL BALANCED ZP	Client of Grant Thornton
ZURICH ASSURANCE NEWTON GLOBAL EQUITY 60/40	Client of Grant Thornton
ZURICH ASSURANCE NEWTON HIGHER INCOME ZP	Client of Grant Thornton
ZURICH ASSURANCE NEWTON OVERSEAS EQUITY ZP	Client of Grant Thornton
ZURICH ASSURANCE NEWTON UK EQUITY ZP	Client of Grant Thornton
ZURICH ASSURANCE STG INVESCO PERP CORP BD	Client of Grant Thornton
ZURICH ASSURANCE STG INVESCO PERPETUAL INC	Client of Grant Thornton

ZURICH ASSURANCE ZUR INVESCO PERP CRP BD AL
 ZURICH ASSURANCE ZUR INVESCO PERP CRP BD AP
 ZURICH ASSURANCE ZUR INVESCO PERP INCOME AL
 ZURICH ASSURANCE ZUR INVESCO PERP MGD G4 AL
 ZURICH ASSURANCE ZURICH INVESCO GT BND AL
 ZURICH ASSURANCE ZURICH INVESCO GT BOND AP
 ZURICH ASSURANCE ZURICH INVESCO PERP INC AP
 ZURICH ASSURANCE ZURICH INVESCO PERP MGD AL
 ZURICH ASSURANCE ZURICH INVESCO PERP MGD AP
 ZURICH ASSURANCE ZURICH INVESCO PERP MGD EP
 ZURICH ASSURANCE ZURICH INVESCO PERP MNTHLY
 ZURICH ASSURANCE ZURICH INVESCO PERPETUAL
 ZURICH ASSURANCE ZURICH NEWTON CONTINENTAL
 ZURICH ASSURANCE ZURICH NEWTON HIGHER INC ZP
 ZURICH ASSURANCE ZURICH NEWTON INTL BOND ZP
 ZURICH ASSURANCE ZURICH NEWTON MANAGED ZP
 ZURICH ASSURANCE ZURICH NEWTON MGD 2000 AP
 ZURICH ASSURANCE ZURICH NEWTON MGD 2001 AL
 ZURICH ASSURANCE ZURICH NEWTON MGD G4 AL
 ZURICH ASSURANCE ZURICH STERLING INVESCO PER

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EXHIBIT 3

<u>NAME</u>	<u>DESCRIPTION</u>
Adage Capital Partners LP	5% Equity Holders
BlackRock Inc.	5% Equity Holders
FMR LLC	5% Equity Holders
Peninsula Partners LP	5% Equity Holders
ABN Amro Bank N.V.	Banks
Bank of America, N.A.	Banks
Bank of New York	Banks
Bank of Nova Scotia	Banks
Barclays Bank PLC	Banks
CEDE & Co.	Banks
Citibank, N.A.	Banks
Commerzbank A.G.	Banks
Credit Lyonnais	Banks
Credit Suisse First Boston Corp.	Banks
Deposit Guaranty Corp.	Banks
Dresdner Bank A.G.	Banks
First Union Bank	Banks
Hapoalim	Banks
HSBC/MarineMidland	Banks
J.P. Morgan & Chase Co.	Banks
Lloyds Bank, Dubai	Banks
Northern Trust Bank	Banks
The Chase Manhattan Bank	Banks
The Depository Trust Company	Banks
Wachovia Bank & Trust Company, N.A.	Banks
A.B.C. Supply	Customers
Admixtures Inc.	Customers
Aggregate Industries	Customers
Akzo Coatings	Customers
Allied Building Products	Customers
Alon USA - Big Spring, TX	Customers
Amerada Hess - Port Reading, NJ	Customers
American Roofing Supply	Customers
Atofina Petrochemicals Inc.	Customers
BASF - Decatur	Customers
BASF Corp.	Customers
Bayer - Baytown, TX	Customers
Bayer Corp.	Customers
Blue Circle Materials S.E.	Customers
Boise Cascade	Customers
Boston Sand & Gravel Co.	Customers
BP - Carson, CA	Customers
BP Amoco Chemical - Chicago, IL	Customers
Bradco Supply	Customers
Cameron Ashley Bldg. Products	Customers
Cemex USA	Customers

Cemstone Products Company	Customers
Chandler Ready Mix	Customers
Chevron Research/Richmond	Customers
Chevron USA	Customers
Citgo - Lemont, IL	Customers
Clayton Coatings Inc.	Customers
Colgate-Jeffersonville IN (Cn) D	Customers
Concrete Supply Company	Customers
Conoco - Denver, CO	Customers
Construction Materials	Customers
Cooperative Refining - Coffeyville, KS	Customers
Crider & Shockey Inc.	Customers
CSR Business Services Center	Customers
CSR Hydro Conduit	Customers
CSR Materials West	Customers
Daramic, Inc.	Customers
Dow Corning - Carrollton, KY	Customers
Dupont - Tempe, AZ	Customers
Dupont Dow Elastics Co.	Customers
Dynasol, Inc.	Customers
Eastern Concrete Materials, Inc.	Customers
Eastern Materials	Customers
Empire Transit Inc.	Customers
Equilon Enterprises - Wilmington, CA	Customers
Equistar - Morris, IL	Customers
Exxon (Paxon) - Baton Rouge, LA	Customers
Exxonmobil - Torrance, CA	Customers
Fafard Of Sc.	Customers
Ford Wholesale	Customers
Galco Building Products	Customers
Genentech	Customers
Geneva Rock Prod.	Customers
Goodyear Tire & Rubber Co.	Customers
Grace/Cinn/Lake Charles	Customers
H Carr & Sons, Inc.	Customers
Handy Chemicals	Customers
Harry A. Lowry & Assoc.	Customers
Honeywell (Gomar)	Customers
Huttig Building Products	Customers
International Partners	Customers
Johnson Matthey W.	Customers
Kellogg Wholesale Bldg. Supply	Customers
Kenny Manta Industrial Services	Customers
Kenseal Construction Products	Customers
Lafarge-Denver	Customers
Lyondell Chemical	Customers
Marathon Ashland	Customers
Meyer Material Company	Customers
Millipore/Genentech-S.San Francisco	Customers
Mitsui - New York, NY	Customers

Mobil Chemical - Beaumont, TX	Customers
Mobil Oil	Customers
Motiva	Customers
Murphy - Meraux #2, LA	Customers
Omni Fireproofing Co Inc.	Customers
Owens Corning Fiberglass, Inc.	Customers
Ozinga Chicago RMC, Inc.	Customers
Pacific Coast Building Products	Customers
Pacific Construction Systems	Customers
Phillips R&D	Customers
PPG Industries	Customers
Premcor	Customers
Reichhold Chemicals, Inc.	Customers
Reilly Industries Inc.	Customers
Reilly Industries Inc.	Customers
Remet (Ny) Mrl Inds	Customers
Robertson's Ready Mix	Customers
Schoofs-Oakland/Vernon/Commerce/LA	Customers
Scotts Company	Customers
Shell Chemical Co.	Customers
Sherwin Williams	Customers
Silgan Container Corp.	Customers
Sinclair Oil Corp.	Customers
Siplast, Inc.	Customers
Solvay Polymers	Customers
Sun Chemical	Customers
Sunoco Products Co.	Customers
TABC	Customers
Tosco	Customers
Tosco Lar	Customers
TXI Operations, LP	Customers
UDS	Customers
Unilever H&PC	Customers
Union Carbide	Customers
Valero Refining	Customers
Valspar Pkg Ctg	Customers
Virginia Concrete Co Inc.	Customers
Vulcan Materials-Calmat Division	Customers
VW & R - Seattle, WA	Customers
Westside Building Materials	Customers
White Cap Industries	Customers
Whitney Building Products	Customers
Williams Insulation	Customers
Wynnewood Refining	Customers
ABN Amro	Debtholders
AFC Investors Trust	Debtholders
Alpine Associates A Limited Partnership	Debtholders
Anchorage CAP Master Offshore	Debtholders
Archer Capital Master Fund	Debtholders
Bank Hapoalim	Debtholders

Bank of America	Debtholders
Bank of New York	Debtholders
Bank of Nova Scotia	Debtholders
Barclays Bank PLC	Debtholders
Battery Park Hi Yield Op Strat	Debtholders
Battery Park High Yield Long Short	Debtholders
Battery Park High Yield Opportunity Master Fund Ltd.	Debtholders
Bbt Fund LP	Debtholders
BFC Investors Trust	Debtholders
BLT 32 LLC	Debtholders
CAP Fund LP	Debtholders
Caspian Capital Partners LP	Debtholders
Caspian Corporate Loan Fund LLC	Debtholders
Caspian Select Credit Master Fund	Debtholders
Catalyst Credit Opportunity Master Fund	Debtholders
CFC Investors Trust	Debtholders
Citibank	Debtholders
Commerzbank AG	Debtholders
Consumer Program Administrators	Debtholders
Continental Casualty Co.	Debtholders
Credit Lyonnais	Debtholders
CS First Boston	Debtholders
Dresdner Bank A.G.	Debtholders
EFC Investors Trust	Debtholders
FCSM Collateral LLC	Debtholders
Fernwood Associates LP	Debtholders
FFC Investors Trust	Debtholders
First Union	Debtholders
GMAM Invest Funds Trust II	Debtholders
Goldman Sachs Lending	Debtholders
Grand Central Asset Trust	Debtholders
Halcyon Master Fund	Debtholders
Highland Floating Rate Advantage Fund	Debtholders
HSBC/MarineMidland	Debtholders
JP Morgan/Chase	Debtholders
Kelts LLC	Debtholders
KS Capital Partners LP	Debtholders
KS International	Debtholders
LLT Limited	Debtholders
Loeb Arbitrage Fund	Debtholders
Loeb Event Driven Series BSC	Debtholders
Loeb Marathon Fund LP	Debtholders
Loeb Marathon Offshore FD	Debtholders
Loeb Offshore Fund	Debtholders
Macquarie Bank Ltd.	Debtholders
Mariner LDC	Debtholders
Mason Cap LP	Debtholders
Mason Cap Ltd.	Debtholders
Massachusetts Mutual Life Insurance Co.	Debtholders

MFC Investors Trust	Debtholders
Normandy Hill Master Fund LP	Debtholders
Northern Trust Co.	Debtholders
OCP Investment Trust	Debtholders
Onex Debt Opportunity Fund	Debtholders
Onex Senior Credit Fund	Debtholders
Onex Senior Credit II LP	Debtholders
Pacific Life Funds PL Floating Rate Loan Fund	Debtholders
 Pacific Select Fund Floating Rate Loan Portfolio	 Debtholders
 Restoration Holdings Ltd.	 Debtholders
Restoration SP OPP Master Fund	Debtholders
Royal Bank of Scotland	Debtholders
SOF Investments LP	Debtholders
SPCP Group LLC	Debtholders
SRI Fund LP	Debtholders
Stone Lion Portfolio LP	Debtholders
Visium Balanced Fund	Debtholders
Visium Balanced Offshore Fund	Debtholders
Wachovia	Debtholders
York Capital Management	Debtholders
A.A. Consultancy & Cleaning Company	Debtor Affiliates
A-1 Bit & Tool Co., Inc.	Debtor Affiliates
Advanced Refining Technologies GmbH	Debtor Affiliates
Advanced Refining Technologies KK	Debtor Affiliates
Advanced Refining Technologies LLC	Debtor Affiliates
Alewife Boston Ltd.	Debtor Affiliates
Alewife Land Corporation	Debtor Affiliates
Alltech Applied Science BV	Debtor Affiliates
Alltech Applied Science Labs (HK)	Debtor Affiliates
Alltech Associates (Australia)	Debtor Affiliates
Alltech Associates Applied Science	Debtor Affiliates
Alltech Associates, Inc.	Debtor Affiliates
Alltech France SARL	Debtor Affiliates
Alltech Grom GmbH	Debtor Affiliates
Alltech Italia SRL	Debtor Affiliates
Alltech Japan Company Limited	Debtor Affiliates
Alltech Scientific (China)	Debtor Affiliates
Alltech y Applied Science Para Mexico, SA de CV	Debtor Affiliates
 Amicon BV	 Debtor Affiliates
Amicon Inc.	Debtor Affiliates
Amicon Ireland Limited	Debtor Affiliates
AP Chem Incorporated	Debtor Affiliates
Arral & Partners	Debtor Affiliates
Asbestos Management, Inc.	Debtor Affiliates
Asian Food Investment Limited	Debtor Affiliates
Axial Basin Ranch Company	Debtor Affiliates
Bomdear 1 Limited	Debtor Affiliates